

Request for Proposals (RFP)

City of Cleveland Website Redesign

and

Supply of a High-Performance Cloud-Based Drupal Web Hosting with Professional Services



CITY OF CLEVELAND
Mayor Frank G. Jackson

Issued by the Mayor's Office of Communications

February 18, 2020

Schedule of Critical Dates:

- 1) Pre-Proposal Vendor Conference: Friday February 28, 2020 from 1:00- 3:00 P.M EST**
- 2) Last Day to Submit Questions: Friday March 6, 2020 by 5:00 P.M. EST**
- 3) Addendum to Proposal Published: Wednesday March 11, 2020 by 5:00 PM EST**
- 4) Proposal Due Date: Friday March 27, 2020 by 5:00PM EST**

LATE PROPOSALS WILL NOT BE ACCEPTED

Table of Contents

I.	Cover Letter	3
II.	Background Information	5
III.	PART (A)-City of Cleveland Website Redesign.....	6
A.	Functional Requirements:	10
B.	Vendor Project Deliverables.....	15
IV.	Part (B) High-Performance Drupal Cloud Web Hosting and Professional Services.....	18
A.	Scope of Services.....	18
B.	Service Level Agreements and Priorities	20
C.	Web Hosting Services Performance Optimization Approach.....	24
V.	Proposal Contents	27
VI.	Proposal Evaluations	30
VII.	Agreement Process.....	32
VIII.	Equal Opportunity Requirements	38
IX.	Construction of Agreement.....	41
X.	Attachments	43
XI.	Notice to Bidders and OEO Schedules.....	57

I. Cover Letter

Latoya Hunter Hayes
Acting Director of Communications & Media Relations
Office of the Mayor
Cleveland City Hall
601 Lakeside Avenue, Room 227
Cleveland, OH 44114

February 18, 2020

Dear Prospective Vendor,

The City of Cleveland (City) Mayor's Office of Communications (MOC) and the Information Technology and Services Division are soliciting proposals from qualified firms (consultants) for the redesign of the City of Cleveland Website and the Supply of High Performance Drupal Cloud Web Hosting with Professional Services.

The result of this procurement process will be one or more contracts with one or more consultants for the services described herein. The contract term is anticipated to be one year with two one-year options to renew.

The request for proposal is included with this letter. We invite your firm to respond to this RFP.

The RFP is in two (2) parts. Part (A) is for the redesign of the existing website, the detailed scope and the scope deliverables outlined in this section.

Part (B) is for the supply of a high performance Drupal cloud web hosting with professional services.

Vendors may wish to bid on Part A, Part B or both parts.

Kindly indicate the part(s) bided for in your submissions. Please use the appropriate fee proposal template(s) "Attachment G" for your submissions.

Pre-Proposal Conference

A pre-proposal conference is scheduled for **Friday, February 28, 2020 at 1:00 p.m. EST** interested parties may ask questions or seek clarification pertaining to this Request for Proposals (RFP) and the services desired. For security reasons, those planning to attend the pre-proposal conference must register by e-mail to rbobiwe@clevelandohio.gov. When registering, it will be necessary to provide the names of all attendees. Interested parties also have the option of participating via teleconference. Details of the teleconference session will be sent to all registered attendees.

Addendum to the RFP

The last day for submission of questions concerning the RFP is **Friday March 6, 2020 by 5:00 p.m. EST**. An addendum to the RFP will be published on the City's website on **Wednesday March 11, 2020**.

Submitting Proposals

Each firm must submit two (2) complete copies of their technical proposal and fee proposal in hard copy and a copy of the technical and fee proposal on a Flash Drive to the undersigned **no later than 5:00 p.m. EST Friday March 27, 2020**. No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum.

The technical and fee proposals should be packaged in separate sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package, these may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as:

Proposal:

1. City of Cleveland-

A. Website Redesign

And /or

B. Supply of a High Performance Drupal Cloud Web Hosting and Professional Services

City of Cleveland

Division of Information Technology & Service

Attn: Regina Bob-Iwe, Project Manager

205 W. St. Clair, fourth Floor.

Cleveland, OH 44113.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered, in the sole discretion of the City, to be in the City's best interests. The City may modify or amend any provision of this notice or the RFP at any time.

Sincerely,

Latoya Hunter Hayes

Acting Director of Communications & Media Relations, Office of the Mayor

II. Background Information

The City of Cleveland is a large municipality located in Northeast Ohio. The city has a population of more than 300,000 residents, making it the 51st largest city in the United States and the second-largest city in Ohio.

Frank G. Jackson is the mayor of Cleveland, leading the city since 2006. He has effectively moved the city forward with a sincere motivation to improve life for all citizens. Clevelanders are at the center of every decision and action. It is important that residents understand, have access to and benefit from available resources to improve quality of life. It is also important that their voices and input heard. The most important way to accomplish this is through effective two-way communication.

The Mayor's Office of Communications (MOC) guides the Jackson administration's communications and public relations efforts including media relations; social media (Facebook, Instagram, Twitter and a WordPress blog); website management and content; crisis communications; media resources, special events, appearances and ceremonial documents and the general promotion of the Mayor, his initiatives and the City of Cleveland.

The MOC communicates with local, regional, national and international media; coordinates mayoral communications to the public and employees via electronic communication; manages the City's cable access television station and photo bureau; researches issues and creates special documents, publications and speeches; manages event requests for mayoral scheduling and creates ceremonial and presentation documents.

The MOC interacts with all areas of the City and helps guide the communications efforts for Public Information Officers in several departments and divisions.

In an effort to continue effective internal and external communications, the MOC, on behalf of the City of Cleveland is seeking a qualified firm or firms, to redesign the City's website, provide content development and management services and supply high-performance Drupal cloud web hosting and professional services.

III. PART (A)-City of Cleveland Website Redesign

Scope of Services

The City of Cleveland seeks to identify a vendor to undertake a complete redesign of the www.clevelandohio.gov website. The purpose of this Request for Proposal (RFP) is to provide qualified proposers with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. The proposal should position the City of Cleveland website as a destination that clearly communicates the City and Mayor Frank G. Jackson's mission and commitment to improving quality of life for all citizens.

RFP Objectives and Vendor Requirements

The City of Cleveland is seeking professional services for redesign of the City's website as set forth in more detail below in the description of services. The scope of this RFP encompasses all tasks associated with the development and implementation of the web redesign.

The anticipation is that the website redesign will reenergize the City of Cleveland's brand and inform various publics of our ongoing commitment to improving quality of life with a clean, modern, and user-friendly design and relevant and useful content. The main business objectives the redesigned website will achieve include the following:

- i. Strengthen the perception of the City of Cleveland as a leading municipality focused on improving the quality of life for all residents.
- ii. Enhance user experience by educating residents and providing easy-to-use and effective ways to utilize city services
- iii. Provide residents and other stakeholders with a simple, visually compelling website with intuitive navigation and easy maneuverability, which provides fresh content in an engaging manner.
- iv. Content management should be versatile enough to provide engaging content yet simple enough to allow fast, easy updates.
- v. Develop a responsive design to provide a usable, consistent, and cohesive experience for site visitors across multiple web browsers and devices, including mobile platforms such as iOS and Android.
- vi. Leverage the various digital assets available across various city departments to better serve residents and other stakeholders

Aspirational Sites

The following examples illustrate some desired aspects of the redesign. Note that these examples are not intended to represent endorsement of messages or content represented within the noted sites, but they are

meant only to provide some examples of design elements, feature sets, and interactions consistent with the desired objectives of this project:

1. City of Los Angeles: www.lacity.org
2. Washington, D.C.: <https://www.dc.gov/>
3. City of Nashville: www.nashville.gov
4. City of St. Paul: <https://www.stpaul.gov/>
5. Manassas, Virginia: <https://choosemanassas.org/>

City of Cleveland Department/Divisions

The City of Cleveland is comprised of 21 Departments and 43 Divisions

- i. Aging**
- ii. Building and Housing**
- iii. City Planning** (<http://planning.city.cleveland.oh.us/>)
 - Building Standards and Appeals
 - Landmarks
 - Zoning Appeals
- iv. Civil Service Commission**
- v. Community Development**
 - Office of Fair Housing & Consumer Affairs
 - Fair Housing Board
 - Neighborhood Development
 - Neighborhood Services
- vi. Community Relations**
- vii. Economic Development** (<http://rethinkcleveland.org/>)
 - Workforce Development
- viii. Finance**
 - Accounts
 - Assessments and Licenses
 - Financial Reporting & Control
 - Information Technology & Services
 - Internal Audit
 - Office of Budget and Management
 - Purchasing and Supplies
 - Printing and Reproduction
 - Sinking Fund
 - Taxation - Central Collection Agency
 - Treasury
- ix. Law**
- x. Mayor's Action Center**
- xi. Mayor's Office of Capital Projects**
- xii. Mayor's Office of Communications**

- TV20
- xiii. Mayor's Office of Equal Opportunity**
- xiv. Mayor's Office of Government Affairs**
- xv. Mayor's Office of Sustainability**
- xvi. Personnel and Human Resources**
- xvii. Port Control**
 - Burke Lakefront Airport (<http://www.burkeairport.com/>)
 - Cleveland Hopkins International Airport (<http://www.clevelandairport.com/>)
- xviii. Public Health (<http://www.clevelandhealth.org/>)**
- xix. Public Safety**
 - Animal Control Services
 - Emergency Medical Services (EMS)
 - Fire
 - Emergency Management
 - House of Correction
 - Office of Professional Standards and Police Review Board
 - Police
- xx. Public Utilities**
 - Water (<http://www.clevelandwater.com/>)
- Water Pollution Control (<http://www.clevelandwpc.com/>)
 - Cleveland Public Power (CPP) (<http://www.cpp.org/>)
- xxi. Public Works**
 - Public Auditorium
 - Motor Vehicle Maintenance
 - Park Maintenance and Properties
 - Parking Facilities
 - Property Management
 - Recreation
 - Special Events
 - Streets
 - Traffic Engineering
 - Waste Collection
 - West Side Market

Site Audience

The City of Cleveland's redesigned website is expected to reach the following target audiences:

1. Current and prospective City of Cleveland residents (youth through senior citizens)
2. Current and prospective City of Cleveland businesses and property owners
3. Current and prospective City of Cleveland employees
4. Current and prospective City of Cleveland visitors
5. Members of city boards, commissions and committees
6. Members of local and national media

7. City elected and administrative officials providing oversight of various departments, i.e. members of City Council, County government and other agency partners

Site Audience Metrics

The City of Cleveland averaged approximately 107,183 visits per month by over 76,040 visitors. A large percentage of these visitors are currently City of Cleveland and other city employees. Visitors spent about 02:03 seconds on the site and viewed approximately two 2.56 pages during each visit. Approximately 27.84% of visits were from networks in the Cleveland-Akron Metro Area, with 27.16% of these visits from the City of Cleveland.

Over half of the visitors 7.32% were using Microsoft's Internet Explorer Web browser, 4.02% edge, 3.20% Firefox, 48.48% Google Chrome, and 32.01% used the Safari. 39.34% of visits were from devices using the Windows Operating System, 6.00% Mac OS, 31.74% iOS (iPhone/iPad), 21.11% Android (mobile phone). In the past year, 73.69% of traffic was from search engines (95.26% Google), 23.36% was direct traffic, and only 3.14% were referrals from other Websites.

After the home page of ClevelandOhio.gov, the following are the top five most visited pages on the site in the past year:

1. Career Center
2. Waste Pick-up and Disposal
3. Division of Police
4. Division of Waste Collection
5. Public Records

The top five most common search terms that lead to the City of Cleveland site are:

1. City of Cleveland
2. City of Cleveland jobs
3. Cleveland Police Department
4. Cleveland Ohio
5. Cleveland

The City of Cleveland may change the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

A. Functional Requirements:

Project Management

The firm will provide a senior-level lead who manages the relationship and serves as a liaison to the City of Cleveland. They are responsible for the composition and performance of the firm's team in respect to quality of work, timeliness of delivery, ability to work within budget and ability to deliver the communications objectives. The Agency's account manager will be responsible for writing and briefing the various Agency personnel as needed to fulfill the City of Cleveland's requirements. They will identify and work collaboratively on Client training needs.

Core Requirements

- Website architecture that is intuitive, well organized, structured for easy access, and responsive to the needs of our target audiences
- Clean, concise design that minimizes vertical scroll and provides implicit cues for interaction
- Ensure individual web pages print cleanly to standard letter size paper
- The site design, and all associated templates, must provide consistency in navigation, layout, and styles in a manner that is user-centric and intuitive.
- The development and execution of thorough testing processes, providing for sign-off verification prior to final product delivery and new site deployment
- Best practices to be followed, including the use of web standards to provide for use among different platforms and browsers
- Compatibility with ADA compliance and Web Content Accessibility Guidelines

Graphics/Typography

Graphics and typography must grab attention in the first few seconds, but not overwhelm the visitor and include:

- Strong and compelling visual layout and information design
- Appropriate use of dynamic/active content
- Consistent look and navigation through the entire site
- Strong images, including interior pages
- Enhanced components (HTML 5, CSS3, streaming video, etc.).

Content

Writing/Content must be:

- Easy-to-read, using short sentences, short paragraphs, and short articles.
- Engaging content for a wide range of audiences
- People-focused and able to highlight mayoral initiatives, services and successes
- Optimized for search engines using relevant keyword phrases in page URLs, title and subhead tags, page content, etc.
- Able to include engaging elements such as virtual tours, process diagrams, animations, and videos.
- Sensitive to target audiences and their information needs.

Branding and Visual Design

The firm awarded this RFP will consult closely with the Mayor's Office of Communications to construct effective branding for the website:

- Define the Brand Promise: City of Cleveland website must clearly identify its value, mission, and promise to citizens
- Message Platform: Identify key messages that will be consistently conveyed through every interaction with the public on the website
- Editorial Guidelines and Design Standards: It is important to integrate a consistent method of approach which reflects the brand through editorial and design treatment across all website content
- Communications Plan: Develop a communications plan to utilize key messages, audiences, and tactics to roll out the new website and incorporate it into day-to-day city communications.

It is essential that the website redesign be a marriage of good visual design, easy navigation and a thoughtful user interface. Key benchmarks for good visual design shall include the following characteristics:

- Website architecture that is intuitive, well organized, structured for easy access, and responsive to the needs of site visitors
- Clean, concise design that minimizes vertical scroll and provides apparent queues for interaction and call to action items such as "sign up for alert" or "help me find..."
- The incorporation of diverse content solutions to provide dynamic support for scripting, and inclusion of web-based applications, services and innovations
- The site design, and all associated templates, must provide consistency in navigation, layout, and styles in a manner that is user-centric and intuitive
- The main page and all site elements should provide a design that presents those elements in a clean and efficient manner which tactfully and consistently highlights the core messaging and strengths of the City of Cleveland
- Ensure individual web pages print cleanly to standard letter size paper

Responsive Web Design

The design of the site should provide an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices (from desktop and mobile).

Site Map Development

- The selected vendor will recommend and develop a sitemap for the City of Cleveland website
- Selected vendor will have understanding of UX/UD planning.

Content Management System (CMS)

The City of Cleveland has selected Drupal as the CMS platform. In response to this RFP, firms must outline design considerations leveraging the Drupal Content Management System. **However, if the firm recommends a different CMS, the proposal must include justification for the alternate solution.**

Design considerations must include content management workflow and web publishing policies and procedures. The CMS will enable designated City of Cleveland employees to:

- Update and edit existing site content as needed
- Remove old content and add new content as desired; including text, images and downloadable content (i.e. images, logos and .pdf files)

The CMS should also provide:

- Customizable access options for users with different permissions and roles. A step further would be to add specific admin roles
- Limited design options for font types, sizes, colors, etc. to ensure uniformity of site
 - Exception for those with admin permissions who have access to html
 - Provide a web standards manual to share internally
- Ability to preview a page before it goes live
- WYSIWYG editing with limited html options for those with admin access
- Capability of choosing where the page falls in site navigation when creating new pages
- User-friendly feature to upload documents (PDFs, JPG, Word, etc.) with ease including bulk uploads
- Drag and drop design
- Various types of page formats such as:
 - Standard content page
 - Forms – Contact, records requests, applications, complaints, suggestions, questions, etc.
 - Surveys (or option to embed a survey from third party site)
 - Multimedia
 - Bio pages
- Content tags function to classify pages
- Helpful “Page Not Found” messages that allow users to report non-working links or content by clicking a hyperlink that sends pre-identified admins a notification that an error has occurred.
- Homepage customization options that include easy ways to change headers, select featured social content, create subheads and feature videos
- City logo on every page hyperlinked to city homepage

Easy Form Generation for Events and Feedback

For the occasions in which a division or department needs to create a form to solicit feedback, gather RSVPs, etc., a customizable form option would be ideal. Similar to Google Forms, this would allow an admin to enter text – questions, prompts, etc. – and allow space for a user to submit a response. The admin should also be able to determine what type of response, (numerical, dollars, alphanumeric text, etc.) How many characters a user can input and whether or not it is a required field.

These pages should be branded and allow users to enter a custom urls. (i.e. Clevelandohio.gov/surveys/2019housingreport)

Back-end users should also have the ability to download data from forms into excel spreadsheets

Simple-to-Use Feedback Forms for Citizen Questions

Each division or department page should have a link to a “Have a Question” button. The button should take them to a form where they can select from a drop down menu either what their complaint regards or what department they seek to contact. The responses should be sent via email to a predetermined email address or contact person at the division or department who will follow up with a reply.

Multi-Language Support

The City of Cleveland would like to integrate a Spanish-language version for many but not all of its major pages. The CMS must support an “In-Spanish” link and be able to obtain a Spanish language version of the page. The site should also integrate a Google translate feature for all languages.

Site Media

The site will use dynamic image content and video to provide an effective and engaging browsing experience. In response to this RFP, the firm should outline a plan for the delivery of digital graphic assets. This plan shall include methods generating new graphic assets, the usage of stock graphic assets and a plan to work with City of Cleveland team members to analyze and curate any existing graphic assets that are usable and/or relevant to the new site design.

Social Media

The website will require connectivity to mainstream social media sites: Facebook, Twitter, Instagram, YouTube and the City of Cleveland Blog. The proposal shall include:

- Social media plug-in integration on home page
- Ability to “Like” City of Cleveland social media content from the page
- Social share and like buttons on every page for users to share content

Photo & Video Gallery

Vendor should use their creative ability to build a gallery of images for site visitors

Prominently Displayed Blog Content

Integrate the blog into the website.

Have the ability to migrate content from the current site into the new website

Calendar Feature

An image-heavy calendar with the following capabilities:

- Ability to create an event by filling in the following fields
 - Title
 - Description limited to 300 characters
 - Upload image for event
 - Sign up link if event organizer wants to collect emails of interested attendees
 - Time
 - Date
 - Location
 - Urls for more information
 - Urls for Facebook event share
 - Check for recurring events

In addition, internal and external users should be able to submit an event for review by an admin before posting. However, anyone submitting external events should be required to submit contact information in case of questions.

Simple Search Function

The ability to input content tags will help make keyword searches more effective

Custom urls

Capability of creating custom urls. For example instead of the long urls <http://clevelandohio.gov/sites/default/files/cleNowPDFs/MayorScholarship2017.pdf>, having the ability to create cleveland-oh.gov/MayorsScholarship2017. This will aid in promoting events.

Functionality that recognizes duplicate urls and prompts user to create a new one or add a numeral to change potential duplicates

Press Room

- Creation of a pressroom that allows the media to access releases and images as needed for their articles. The firm should provide recommendation on the best layout.

Search Controls

The site shall contain a search tool to enable customers search site content for information

Search Engine Optimization (SEO)

The website design and framework should be SEO-friendly. The responding firm should briefly describe their approach/experience with SEO; vendor should assist in drafting SEO recommendations.

Tracking and Analytics

City of Cleveland requires that the main page, all navigational pages and subpages be linked to the Google Analytics platform for the purpose of tracking and analyzing site traffic and site data.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

Prototypes and Previous Work

The vendor should provide prototypes of the potential site and examples of similar work.

B. Vendor Project Deliverables

Phase I — Citywide Requirements Gathering

Scope:

- (a) Project Kickoff
Project kickoff meeting with key stakeholders
- (b) Review and Validation of Existing Documents
Internal project teams have developed requirements documents. Vendor will validate and signoff on these documents.
- (c) Review of Existing City website
While the current City of Cleveland website may provide insight into the existing content, users, and present Web applications and services utilized, should not be considered in determining content organization or presentation strategies, potential layout schemes, or other developmental planning.
- d) Vendor meetings with all departments to understand current needs/issues

Deliverables:

- (a) Design and structural development roadmap; the roadmap should include organizational structure and technical requirements for the website.

Phase II — Prototyping

The successful vendor will provide storyboards, creative treatments, design comps, and including site maps, color palettes, and navigation tools for three to five prototypes as a means of meeting the requirements identified in Phase I. The City of Cleveland will select elements from these alternatives for ongoing work.

The successful vendor will work with designated individuals and groups to combine research, knowledge of the city's needs and website technology to create a site strategy and navigational structures that best meets the desired outcomes and the overall needs of the city. Each prototype alternative must have a detailed cost attached at the time of submission.

The solutions proposed in this phase will be capable of implementation within the Drupal CMS (or other recommended) infrastructure without significant customizations.

Deliverables:

- (a) Overall project plan with specific tasks and schedules
- (b) Creatives, storyboards, site maps, color palettes, navigation systems, design principles for three to five prototype options
- (c) Technical/Implementation Specifications for the support of each option

Phase III — Detailed Design

The successful Proposer will provide detailed design specifications for the development of those portions of the prototypes agreed upon by the Proposer and City of Cleveland. The Proposer will propose a format for this deliverable in their proposal. The City will approve detailed design specifications before proceeding with Phase IV.

Deliverables:

- (a) Detailed design includes specifications on the option chosen, structural development of organizational site map and navigation, and interface with navigation. **The Proposer will propose a format for this deliverable in their RFP response.**
- (b) Editorial Guidelines and Design Standards for the website
- (c) Communications Plan to identify key messages, audiences, and tactics to roll out the new website and incorporate it into day-to-day city communications

Phase IV Website Content Development and Management Services

The successful Proposer will provide a detailed plan for gathering information, photos, and other assets (maps, graphics, charts, etc.) and an estimate for copy writing and collaborating with the

City of Cleveland or consultant writers. The plan will be approved by the City of Cleveland before proceeding with Phase V.

Deliverables:

Content development includes plan for updating and rewriting content, schedule for gathering information, photos, a proposal for a long-term content management processes and staff training after initial launch, and options for copyediting and development with staff writers or by consultant writers. The response should reflect content management during the project and after site launch. The Proposer will propose a format for this deliverable in their RFP response.

Phase V — Construction, Programming, Testing & Implementation

The successful Proposer will construct those portions of the next-generation site agreed upon by the Proposer and the City of Cleveland, including templates for sections not built out by the vendor, complete with source code and documented testing. The City of Cleveland will use a managed service to host the new site's web server, database and CMS. The hosting company will be responsible for installation and management of the web server, database and CMS. The successful Proposer will be given root/admin access to the site at the hosting service for construction, programming, testing and implementation.

The successful Proposer will develop and deliver training sessions for City of Cleveland content developer and maintainers as well as site administration personnel.

Deliverables:

- (a) Finished Site with all templates, source code and test documentation
- (b) Content Management System implementation
- (c) Technical Documentation
- (d) User Acceptance Test Plan
- (e) Custom Programming (if required)
- (f) Maintenance Training and Documentation
- (g) Cut-Over Test Plan
- (h) 30-day post-cutover support

The City reserves the right to add related services as needed.

Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by City or unless sooner canceled or terminated under the provisions of the Agreement, shall expire when all required deliverables have been submitted to and approved by the Director and all other Services have been satisfactorily performed and accepted by the Director (Term).

IV. Part (B) High-Performance Drupal Cloud Web Hosting and Professional Services

A. Scope of Services

1. General Objectives

The City wishes to obtain high-performance Drupal cloud web hosting and professional services that meet the following objectives:

- Provide smoothly scalable server performance and storage to accommodate the City's changing needs and growth
- Provide 24x7x365 support of infrastructure and applications
- Minimize downtime and the impact of downtime from infrastructure and application upgrades and patches
- Provide infrastructure and services to manage multiple environments to support development, testing and production
- Provide services to maintain the system software stack, database software, Drupal software and manage releases to ensure an up to date, consistent and reliable software environment. Updates should include patches, fixes and security updates.
- Provide the City with a cost effective approach
- Make all possible efforts for immediate continuation of services in the event of a disaster including using another hosting facility. Once a disaster is declared, there must be contact with the Division of Information Technology and Services and/or their designee(s) with status update information and make sure services are restored and the new production environment is accessible, according to the agreed upon SLA.

2. Drupal Cloud Hosting Requirements

- Multiple instances per site – development, staging and production
- Structured deployment method that provides a seamless, streamlined code, database and asset deployment between development, staging and production environments.
- Smoothly scalable server performance and storage
- MINIMVM 99.9% uptime SLA
- Unlimited support including emergency support
- Site Monitoring
- Streamlined Drupal Updates

- Fast Page Loads
- Version Control
- Hardened Security which includes the following:
- Notification of client at all times regarding any changes and outages.
- Authentication, authorization and access control
- Internal controls audits
- Threat and vulnerability detection, implementation, and testing (facility, servers, network, storage)
- Technical consulting services
- Firewall, load balancer and intrusion prevention
- DDoS Protection Options
- Enterprise Admin Dashboard / Web Hosting Control Panel
- Automated backups and retention
- Role-based site access
- Speed and performance testing and optimization

3. Drupal Professional Services

- Developer Consulting
- Database Consulting
- Training and Documentation
- Site Migrations including OS conversions
- Load Testing
- Proactive platform-level support and maintenance for all sites that includes dedicated onboarding and launch teams

4. Service Levels & Penalties

Listed below are the expected service levels. Proposers should quote their fee based on these service levels. The proposer should indicate if they are unable to meet these service levels or is proposing alternative service levels in the response and identified as an exception or deviation in the fee proposal.

Consultant will be the single point of contact with the City and other vendor (s) that have components in the hosted environment.

Availability Definition: Application and databases should be up and running properly so that customers can access websites and customer portal. Websites and customer portal should be fully working with agreed bandwidth without any lagging, fluctuations, or disconnections. Application and database must be performing 100% on a normal day, in the event of an outage and fix, the

system will not be accepted below 80% of its performance and 100% of its functionality available.

B. Service Level Agreements and Priorities

Severity 1 - Critical

Service outage or a major application problem affecting a large number of users. Service cannot be utilized and/or no work around exists.

Example: Service is not available; application does not save critical data correctly

Example: Slow application response time, session timeouts, some application functionality is broken.

Severity 2 - Medium

Impact on a small or large number of users, but a workaround exists.

Example: Some minor application functionality is broken, but the service is still usable.

Severity 3 - Low

No impact on users

Example: A request for a new feature

Uptime Requirement and Penalties

Description	Requirement
Production Availability	99.9%

	Type	Measurement	Penalty
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	Production Application	Availability exceeds 99.9%	NA
	Availability	Availability falls below 99.9%	10% of monthly fees

Response and Resolution/Repair Requirement and Penalties

Description	Requirement
Response Time to Severity 1	100% within 15 min
Response Time to Severity 2	90% within 15 min
Response Time to Severity 3	80% within 1 business day
Resolution/Repair Time to Severity 1	4 hours or less
Resolution/Repair Time to Severity 2	24 hours or less
Resolution/Repair Time to Severity 3	48 hours or less

Type	Measurement	Penalty
Severity 1 Critical	All problems are resolved in less than 4 hours.	NA
	One or more Critical problems are resolved in over 4 Hours.	10% of monthly fees
Severity 2 Medium	One or more Medium problems are resolved in over 24 hours	5% of monthly fees
Severity 3 Low	One or more Low problems are resolved in over 48 hours	5% of monthly fees
End User Satisfaction	Less than 80% of completed scores on problem resolution satisfaction survey has a rating of satisfied or very satisfied.	10% of monthly fees

Status Update Requirement and Penalties

Priority			Target Customer Status Update Time
Severity	1	Critical	Every 30 minutes or as agreed upon with the Customer(s)
Severity	2	Medium	Every 60 minutes or as agreed upon with the Customer(s)
Severity	3	Low	As agreed upon with the Customer(s)

Type	Measurement	Penalty
Severity 1 Critical	All status updates provided in less than 30 minutes of incident occurrence	N/A
Severity 2 Medium	One or more updates are provided within 60 minutes	10% of monthly fees
Severity 3 Low	To be determined on a case by case basis	5% of monthly fee
End User Satisfaction	Less than 80% of completed scores on problem resolution satisfaction survey has a rating of satisfied or very satisfied	10% of monthly fees

Reporting Requirements and Penalties

Type	Requirement
Daily Status Reports	As agreed upon by customer and consultant
Weekly Status Reports	As agreed upon by customer and consultant
Monthly Status Reports	As agreed upon by customer and consultant
Quarterly Status Reports	As agreed upon by customer and consultant

Type		
Daily Status Report	Delivered at not less than one calendar day intervals	5% of monthly invoice
Weekly Status Report	Delivered at not less than seven calendar day intervals	5% of monthly invoice

Monthly Status Report	Delivered at monthly intervals and not less than two business days before scheduled review meeting	5% of monthly invoice
Quarterly Status Report	Delivered at quarterly intervals and not less than five business days before scheduled review meeting	5% of monthly invoice

C. Web Hosting Services Performance Optimization Approach

With the deployment of new-hosted environment, the City wishes to take advantage of capabilities within the software that provide support for performance improvements. Consultants are requested to describe their approach towards performance optimization including discussion on the optimal time in which to conduct redesign as it relates to implementation of improvements.

System Documentation

The Consultant is expected to provide or make available platform user manuals and online help for use by the City, as part of the initial training and on-going operational support. Additionally, the Consultant is expected to provide platform technical documentation. Describe what types of documentation you anticipate developing during the course of the project.

Security Plan

Proposer must provide a detailed security plan that should include, but not be limited to, the following components:

- Security strategy and planning
- Security monitoring
- Notification at all the times regarding any changes and outages.
- Authentication, authorization and access control
- Network and systems platform infrastructure
- Internal controls audits
- Threat and vulnerability detection, implementation, and testing (facility, servers, network, storage)
- Technical consulting services
- Firewall, load balancer and intrusion prevention services
- HTTPS
- Certificates
- DDoS Protection Options

Disaster Recovery and Business Continuity Plan

The Consultant should describe their experience and expertise in developing a Disaster Recovery Plan that will be appropriate for the application being deployed. Consultant must provide a detailed DR and business continuity plan utilizing another hosting facility. Any unique tools or methods that the Consultant uses should be described.

Knowledge Transfer

The Consultant should describe their process for ensuring that knowledge transfer occurs back to the City staff and/or other vendors such that staff are capable of supporting and maintaining the application in the most proficient manner once the Consultant implementation engagement is complete.

Staffing Plan

The Consultant must provide in detail the type and amount of onboarding and overall support to be provided (i.e. number of personnel, level of personnel, time commitment, etc.). Equally, the consultant must provide a primary point of contact. Include the resumes of the primary points of contact that will be assigned to the project to include the following information:

- Role on the project
- Educational background
- Number of years employed at your company
- Number of years conducting their proposed role on the project
- Certifications that are appropriate to the role they will be fulfilling on the program (i.e. PMP, PMI-PBA)
- Expected amount of time (hours) that they will be committed to the project
- Relevant previous experiences

If the Consultant is using a subcontractor, please include information on subcontracting staff to be used and their specific role on the project. Additionally, the Consultant should address the following items:

- Identify the degree to which Consultant staff will be onsite versus offsite during the project
- Demonstrate your ability to provide continuity of skilled consultant resources throughout the duration of the project
- Describe the degree in which activities will be performed during normal business hours versus off-hour

Ongoing Support and Maintenance

The Consultant must specify the nature and conditions of any post-implementation support options including:

- Onsite support
- Telephone support – include the minimum response time provided as part of the basic support agreement and average response time for the past twelve (12) months.
- Escalation options and procedures. These options and procedures will align with the service level agreements outlined under Scope of Services

- Sample of maintenance schedule for hosted environment
- Professional Services as outlined under Scope of Services

Identify the party or business unit that is responsible for the support options provided above.

V. Proposal Contents

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized to facilitate its evaluation.

A. Cover Letter

The cover letter shall identify and introduce the Proposer and provide other general information about Proposer's business organization including, at least, in one or more attachments or in the Proposal, Proposer's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address.

If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Proposer is not an Ohio corporation, please state whether or not the Proposer is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.

If the Proposer is a sole proprietorship, state the name of the proprietor doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner.

If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

B. Executive Summary

The Executive Summary should provide a complete and concise summary of Proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Proposer is the best candidate for the engagement. The Summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.

C. Exceptions

Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page. If no deviations or exceptions are identified, Proposer understands that if the City accepts the Proposer's proposal, it must comply with and conform to all of the requirements of the RFP.

D. Qualifications

In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers.

At a minimum, please include the following:

- How Proposer meets or exceeds qualifications;
- A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
- The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five (5) years;
- The name, location, and date of all Proposer's agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five (5) years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five (5) years; and
- The names and addresses of at least three (3) references for the firm's professional capabilities. Include the name, e-mail address, and telephone number of a contact person.

E. Proposed Services

1. Proposer shall describe in detail how Proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:
 1. An operational plan describing in detail how Proposer will achieve the intent and purpose(s) of the engagement or project;
 2. If applicable, a detailed description of the professional services/training to be provided;
 3. Trouble shooting/follow-up protocols

F. Fee Proposal

Proposer should submit its fee proposal for all its services in a separately sealed envelope clearly marked on the outside. Itemize the fee by project phase or by deliverable. Proposer shall provide its best estimate of expenses including, but not limited to, travel and associated expenses. No qualification of the financial offer will be accepted. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services.

G. Proposers Affidavit

Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.

H. Additional Required Documents

Proposer shall complete, execute, and return with its proposal the following documents

- i. The Office of Equal Opportunity *Notice to Bidders and Schedules*;
- ii. Federal *Form W-9* including Taxpayer Identification Number;
- iii. *Non-Competitive Bid Contract Statement for Calendar Year 20__*

VI. Proposal Evaluations

Basis for Award

Proposals received in response to this request will be reviewed and evaluated by a team. The final selection will be based on the evaluation team's assessment of the respondents per the following evaluation criteria:

- I. Quality, thoroughness, and clarity of the proposal
- II. How well the submitted package meets the City's needs
- III. Qualifications, capabilities, and experience of the firm and staff
- IV. Vendor references
- V. Advantages and disadvantages to the City, which could result from the proposal.
- VI. Implementation strategy, project management, and commitment to a successful project
- VII. Equal opportunity, MBE/FBE factor
- VIII. Price.

Round 1 – Procedural Compliance/Documentation Quality Assurance/ Functional Requirements Review-

The purpose of this phase of the evaluation is to verify that the vendor has complied with the following stipulations and acceptance criteria:

- Vendor adhered to the City's established process for communication with the City.
- Vendor submitted a proposal to the City on or before the submission deadline.
- Cover of the Vendor's submission package contains the appropriate content designation, and all requested components of the submission package are included.
- Vendor has completed and submitted the Proposal Checklist (City will verify all documentation supplied by the vendor, including all forms).

Proposals that meet the acceptance criteria may progress to the next step in the evaluation process-

Round 2-Proposal Evaluation and Scoring. Failure by the vendor to comply with the instructions provided or to submit a complete proposal may render a proposal not qualified for the award, except that the City reserves the right to waive minor irregularities. The City may also, solely at its discretion, choose to notify a vendor of deficiencies in its response to the RFP and allow for remediation of such deficiencies.

Round 2 - Proposal Evaluation and Scoring-Minimum Score -75%

The second Round of evaluations will be based on the following criteria:

- Vendor Profile/Qualifications Information
- Scope and Quality of Response, Proposed Services, and Solution
- Functional Requirements Review
- Training and Support Services

Round 3- Vendor Product Demonstration and Oral Interview –Minimum Score 75%

Qualified vendors from Round 2 may be invited to conduct a presentation for the City of Cleveland. Demonstrations, not to exceed two hours, will be scheduled by the PMO with each of the finalists within one week of selection. Detailed instructions on the requirements and the content will be provided at that time.

Fee Evaluation: The review of the vendors’ fee proposals will be based on the following criteria:

- Completeness of response
- Consistency of proposed costs with the vendor’s proposed scope of services
- Overall realism and reasonableness of proposed costs.

VII. Agreement Process

The Vendor (s) whose proposal(s) is found to be the “Most Advantageous” will be selected and offered the opportunity to enter into an agreement with the City. The scope, terms, and conditions of that agreement shall be in conformance with the terms, conditions, and specifications described in this RFP, and the proposal submitted by the Vendor shall become part of the agreement with the City.

The selected Vendor must be prepared to begin contract negotiations immediately upon notification of selection. If the Vendor is not able to begin contract negotiations, the City may disqualify the Vendor. The City reserves the right to negotiate the contract to include any portion or portions of the proposal.

The City shall not be responsible for any Vendor costs incurred concerning the preparation of the proposal, travel to any meetings, or any other Vendor costs associated with proposal preparation.

The City of Cleveland’s Law Department will prepare the contract. Vendor responses must identify a designated Contact Person authorized to negotiate the final terms and conditions with the Law Department. It should be noted that the Law Department uses the City of Cleveland to prepared contract forms and not standard Vendor contract forms.

TERMS AND CONDITIONS

The following terms and conditions, substantially in the form contained herein, shall be included in the agreement between the City and the successful respondent. Please carefully review these terms and conditions. No specific response to this section is required.

Term

The term of this Agreement shall begin on the effective date of this Agreement and, unless sooner canceled in accordance with the terms of the Agreement, shall terminate upon completion of and approval by the City of all work to be performed.

Cancellation

The City may cancel this agreement at any time upon written notice to the Consultant.

Independent Contractor

The consultant and the City agree that the Consultant is an independent contractor and not an employee of the City and further agrees that Consultant shall be considered as such for all purposes. As such Consultants shall retain sole financial responsibility for all taxes due to federal, state, or local governments or agencies on account of themselves, their employees, representatives, or agents.

Equal Opportunity, MBE/FBE

The Consultant shall comply with all terms, conditions, and requirements imposed on a “Contractor” in the *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, (Attachment F) and shall make the Clause part of every subcontractor agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of Contractors setting forth the provisions of this nondiscrimination clause.

A copy of this Clause shall be made a part of every subcontractor agreement entered into for goods or services, and shall be binding on all persons, firms, and corporations with whom the Contractor may deal.

Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor’s recruitment, selection, and advancement processes. The forms can be found at [City of Cleveland OEO Forms](#)

Cleveland Area Business Code

During performance of this contract, Consultant shall comply with any and all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 and 187a. of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. There is no subcontractor participation goal for this contract.

Subcontracts and Assignments

Consultant shall not subcontract, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without the prior written consent of the City. Subcontracting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.

Consultant shall be and remain solely responsible to the City for the acts or faults of any such subcontractor and such subcontractor's officers, agents, and employees, each of whom shall for this purpose, be deemed to be an agent or employee of Consultant to the extent of its subcontract. Consultant and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due to any subcontractor.

Assignment

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City.

Confidentiality

In rendering the Services to be performed pursuant to this Agreement, Consultant agrees to treat and maintain confidential information and data as the City’s confidential property and from the date hereof and agrees not to divulge it to any third party at any time or use it for Consultant’s personal benefit or otherwise, except as such use or disclosure may be required in connection with the performance of the Services or maybe consented to, in writing by the City.

Compliance with Laws and Policies

This Agreement is subject to, and Consultant shall comply with, all statutes, ordinances, regulations, and rules of the Federal government, the State of Ohio, the County of Cuyahoga, and the City of Cleveland.

Indemnification and Insurance

Consultant shall indemnify and hold harmless the City and its respective officers, agents and employees from and against all losses, damages, expenses, suits or claims, liabilities and costs, including reasonable attorney's fees, that may be based upon any negligent error or omission by Consultant or any injury to persons or property arising out of an error, omission or negligent act of Consultant or its sub-consultant. Consultant shall, at its own expense, defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith and shall, at its own expense, pay all claims and related expenses and satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation. Such indemnification shall survive the termination of this Agreement.

State Industrial Compensation

Consultant shall be required at all times during the term of this Agreement, if required by law, to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save the City harmless from any and all liability from or under said act. Consultant shall also furnish, if applicable, upon the request of the City, a copy of the official certificate or receipt showing the payments referred to herein.

Social Security Act

Consultant shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials and said Consultant also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

Interest of Consultant

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

Defaults and Remedies

- A. Consultant shall be in default of this Agreement upon the happening of any of the following events:
1. Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it hereunder, and such failure continues for five (5) days after written notice thereof is given to the Consultant by the City.
 2. The filing, execution or occurrence of: (I) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Consultant; (iii) an adjudication of Consultant as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors.
 3. Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamities beyond its control.
- B. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this Agreement, the Finance Director may, at her option, exercise concurrently or successively any one or more of the following rights and remedies:
1. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms provisions or conditions hereof.
 2. Sue for the performance of any obligation, promise, or agreement devolving upon Consultant for performance or damages for the nonperformance thereof, all without terminating this Agreement.
 3. Terminate this Agreement.

C. All rights and remedies granted to the City herein and any other rights and remedies that the City may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

VIII. Equal Opportunity Requirements

During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFQ by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractors:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in the performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor’s compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g., 25% completion, 50% completion, 75% completion).
- **Failure to Comply.** When determining the contractor’s future eligibility for a City contract, the City shall consider a contractor’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.
- Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland-area small businesses (CSBs) by providing and enhancing economic opportunities to participate

in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.

- a. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFQ.
- b. To document its good-faith effort to utilize certified MBE, FBE, and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal, and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs, and FBEs by checking the City's website at www.city.cleveland.oh.us. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor the participation of MBE, FBE, and/or CSB sub-consultants throughout the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all the information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontractor agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

- a) Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor’s recruitment, selection, and advancement processes.

IX. Construction of Agreement

- A. The validity, interpretation, construction, and performance of this Agreement shall be in accordance with the laws of the State of Ohio.
- B. This Agreement and the agreement between the City of Cleveland sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings, oral or written, of any nature whatsoever between the parties regarding the subject matter hereof. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or any other term of this Agreement.
- C. No modifications or amendments to this Agreement will be valid unless in writing and signed by each of the parties hereto.
- D. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.
- E. Consultant agrees that no representation or warranties of any type shall be binding upon the City unless expressly authorized in writing herein.
- F. The headings of sections and paragraphs to the extent used herein are used for reference only, and in no way define, limit or describe the scope or intent of any provisions hereof.
- G. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute one and the same instrument.
- H. The following documents attached hereto are hereby incorporated with and made a part of this Agreement:

1. Attachment "A", Equal Opportunity Clause.
2. Attachment "B", Definitions.
3. Attachment "C" Forms.
4. Attachment "D", Proposal Checklist
5. Attachment "E", Vendor Background Information
6. Attachment "F", Vendor Client References
7. Attachment "G", Vendor Fee Proposal

X. Attachments

Attachment “A” Equal Opportunity Clause

EQUAL OPPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contracts, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses, and female-owned

businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier, and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action concerning any subcontractor as a means of enforcing the provisions of the Code.”

Attachment “B” Definitions per A-87:

1. "Approval or authorization of the awarding or cognizant Federal agency" means documentation evidencing consent prior to incurring a specific cost. If such costs are specifically identified in a Federal award document, approval of the document constitutes approval of the costs. If the costs are covered by a State/local-wide cost allocation plan or an indirect cost proposal, approval of the plan constitutes the approval.
2. "Award" means grants, cost-reimbursement contracts, and other agreements between a State, local and Indian tribal government and the Federal Government.
3. "Awarding agency" means (a) concerning a grant, cooperative agreement, or cost-reimbursement contract, the Federal agency, and (b) concerning a sub-award, the party that awarded the sub-award.
4. "Central service cost allocation plan" means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a governmental unit on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.
5. "Claim" means a written demand or written assertion by the governmental unit or grantor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of award terms, or other relief arising under or relating to the award. A voucher, invoice, or other routine requests for payment that is not a dispute when submitted is not a claim. Appeals, such as those filed by a governmental unit in response to questioned audit costs, are not considered claims until a final management decision is made by the Federal awarding agency.
6. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this Circular on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies.

7. "Common Rule" means the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Final Rule" originally issued at 53 FR 8034-8103 (March 11, 1988). Other common rules will be referred to by their specific titles.
8. "Contract" means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to): awards and notices of awards, job orders or task orders issued under basic ordering agreements, letter contracts, purchase orders, under which the contract becomes effective by written acceptance or performance, and, bilateral contract modifications.
9. "Cost" means an amount as determined on a cash, accrual, or another basis acceptable to the Federal awarding or cognizant agency.
10. "Governmental unit" means the entire State, local, or federally-recognized Indian tribal government, including any component thereof.
11. "Grantee department or agency" means the component of a State, local, or federally-recognized Indian tribal government which is responsible for the performance or administration of all or some part of a Federal award.
12. "Indirect cost rate proposal" means the documentation prepared by a governmental unit or component thereof to substantiate its request for the establishment of an indirect cost rate as described in Attachment E of the OMB Circular A-87. Indirect costs are those: (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the grantee department, as well as those incurred by other departments in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish several pools of indirect

costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

13. "Local government" means a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (whether or not incorporated as a non-profit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.

14. "Public assistance cost allocation plan" means a narrative description of the procedures that will be used in identifying, measuring, and allocating all administrative costs to all of the programs administered or supervised by State public assistance agencies as described in Attachment D of this Circular.

15. "State" means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments.

Attachment “C”, Forms

- Office of Equal Opportunity
 - Schedule 1: Project Contact Information Form
 - Schedule 2: Schedule of Subcontractor Participation
 - Schedule 3: Statement of Intent to Perform as a Subcontract
 - Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/
Impracticality Certification

- Federal Form W-9 including Taxpayer Identification Number;

- Non-Competitive Bid Contract Statement

- Northern Ireland Fair Labor Practices Affidavit

[City of Cleveland OEO Forms](#)

Attachment “D”, Proposal Checklist

Include this proposal checklist with your submission to ensure that you have completed all required portions of the proposal. Incomplete submissions may be disqualified.

PROPOSAL CHECKLIST (Complete and Include with Proposal Submission)		
Item Description	Form	Included? (Y/N)
Management Letter	N/A	
Vendor Background Information	See Attachment E	
Vendor Client Reference Form	See attachment F	
Solution and Professional Services Description	N/A	
Staffing Plan (Include Resumes)	N/A	
Fee Proposal Templates (A & B)	See Attachment G	
Schedule 1 Project Contact Information Form	See Attachment C – OEO Form	
Schedule 2 Schedule of Subcontractor Participation	See Attachment C – OEO Form	
Schedule 3 Statement of Intent to Perform as a Subcontractor	See Attachment C – OEO Form	
Schedule 4 CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification	See Attachment C – OEO Form	
Northern Ireland Fair Employment Practices Disclosure	See Attachment C	
Non-Competitive Bid Contract Statement for	See Attachment C	
W-9 Request for Federal Taxpayer Identification	See Attachment C	
Completed Proposal Checklist	Attachment D (This Form)	

Attachment “E” – Vendor Background Information

Information Requested		Vendors Response, Comments, or Explanations
<i>OVERVIEW</i>		
1	Vendor Name	
2	Address	
3	Telephone Number	
4	Contact Person	
5	E-Mail Address	
6	Parent Company (If Applicable)	
7	Address	
8	Telephone Number	
9	Provide information about any local branch offices or support centers that might serve an account in Cleveland, OH, including number of employee and type of services provided	
10	Provide name of each principal	
11	Provide the year the company was established and any former firm names	
13	Provide the type of company (public or private)	
14	Provide the financial statements and annual report for past 3 years	
15	Provide the state and type of incorporation	
16	Provide the number of years the company has engaged in Project type system implementation	
17	Provide information on related services offered by the company	
<i>PERSONNEL</i>		
18	Provide the total number of FTEs in the company	
19	Provide the total number of FTEs that engage in Customer Support	
20	Provide the total number of FTEs that engage in Project Management	

Information Requested		Vendors Response, Comments, or Explanations
21	Provide the total number of FTEs that engage in System Implementation and Rollout	
22	Provide average years of experience of professional staff	
23	Estimated number of resources that would be dedicated to the City for the duration of the project	
24	Number of projects currently being undertaken by company	
IMPLEMENTATION HISTORY		
25	Number of year experience the company has in system implementation	
26	Number of Public Sector/Municipal clients (specify clients)	
27	Number of clients in the Greater Cleveland area (specify clients)	
28	Number of clients currently using system proposed for the City	
29	Implementation projects the Vendor has completed successfully within the past five years (include duration, completion date and accuracy of cost estimate for each)	
30	Public Sector Project implementation projects the Vendor has completed successfully within the past five years (include duration, completion date and accuracy of cost estimate for each)	
31	Project implementation projects the Vendor has undertaken, but not completed within the past five years (include reason project was not completed)	
PENDING LITIGATION		
32	Number of Pending Litigations that the company has had in the past five years. Please attach a separate document with the details of each situation (client name, date and description/cause)	
33	Number of situations where the company has been subject to Liquidated Damages in the past five years. Please attach a separate document with the details of each situation (client name, imposed amount, imposed date, collected amount, date collected, description/cause)	

Attachment “F” – Vendor Client References

<u>VENDOR CLIENT REFERENCE #1</u>		
Information Requested	Vendor Response,	
	Comments or Explanation	
Proposing Vendor Name		
Reference Company/Organization Name		
Reference Address		
Reference Contact Name		
Contact’s Position		
Contact’s Telephone Number		
Type of Company/Organization (Industry)		
Number of Employees		
Professional Services Performed		
Subcontractors used		
Identify any Vendor Staff that worked on this reference company's project, that are proposed for the project		
Original Cost Estimates		
Actual Final Costs		
Comments		

Attachment “G” – Fee Proposal Templates –Part (A) Website Redesign

VENDOR FEES PER TASK				
Professional Services Tasks	Direct Labor Hours	Direct Labor Multiplier	Direct Labor Total	Comments
Project Management				
		\$-	\$-	
Subtotal				
<u>Phase I</u>				
Citywide Requirements Gathering				
	-	\$-	\$-	
	-	\$-	\$-	
Subtotal	-	\$-	\$-	
<u>Phase II</u>				
Prototyping				
	-	\$-	\$-	
	-	\$-	\$-	

VENDOR FEES PER TASK				
Professional Services Tasks	Direct Labor Hours	Direct Labor Multiplier	Direct Labor Total	Comments
Subtotal	-	\$-	\$-	
<u>Phase III</u>				
Detailed Design				
		\$-	\$-	
		\$-	\$-	
		\$-	\$-	
Subtotal		\$-	\$-	
<u>Phase IV</u>				
Website Content Development				
		\$-	\$-	
		\$-	\$-	
		\$-	\$-	
Subtotal		\$-	\$-	

VENDOR FEES PER TASK				
Professional Services Tasks	Direct Labor Hours	Direct Labor Multiplier	Direct Labor Total	Comments
Phase VI				
Construction, Programming, Testing Implementation and Training				
		\$-	\$-	
		\$-	\$-	
		\$-	\$-	
Subtotal		\$-	\$-	
Support and Maintenance		\$-	\$-	
		\$-	\$-	
		\$-	\$-	
		\$-	\$-	
Subtotal		\$-	\$-	
GRAND TOTAL		\$-	\$-	

Fee Proposal Template Part (B)

High-Performance Drupal Cloud Web Hosting and Professional Services

Use the following outline as a basis for developing the fee proposal:

- Hosted site should allow for multiple Instances-Development, Staging and Production
- Fees should adhere to the requirements listed in the Scope of Services
- The Monthly hosting fees at the defined levels below will not change for the life of the contract
- For hourly rates, suggested roles are those roles that the vendor believes would benefit the project but not listed in the fee table
- The hourly rates will not change for the life of the contract
- Proposer should include/indicate the impact to the proposed fees if threshold for the levels listed below are exceeded.

Service	Description	C o C (Website)	
Estimated Maximum Monthly Visits	Number of unique visitors to the site within a 24 hour period		
Estimated Maximum Pages Served	Drupal responses served to a visitor		
Disk Capacity	Storage required for code, database and uploaded files		
Access Control	Authenticated or Anonymous		
Drupal Version			
Security			
Monthly fee			\$
Initial one –time setup fee			\$

Hourly Rate Fee Table-For services that fall outside of monthly support fee listed above

Cloud web hosting anticipated roles	Estimated hours (annual)	Hourly rate (\$)
Developer Consultant		
Database Consultant		
Suggested Role #1 (Optional)		
Suggested Role #2 (Optional)		

XI. Notice to Bidders and OEO Schedules



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS

&

OEO SCHEDULES

City of Cleveland

Frank G. Jackson, Mayor

Melissa K. Burrows, Ph.D., Director

Office of Equal Opportunity

EQUAL OPPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses, and female-owned businesses shall have every practicable opportunity to participate in the performance

of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier, and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.”

City of Cleveland
Mayor's Office of Equal Opportunity

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

2. Definitions:

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association,

corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.

- (d) “City” means the City of Cleveland, Ohio.
- (e) “City of Cleveland Small Business” or “CCSB” means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) “Cleveland Area Small Business” or “CSB” means a Business Enterprise certified under division (a) of Section 187.03.
- (g) “Cleveland Contracting Market” or “Contracting Market” means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.
- (h) “Contract” means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (I) “Contracting Department” includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.
- (j) “Contractor” means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a contract, including but not limited to CSBs, MBEs, and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.

- (k) “Director” means the Director of the Office of Equal Opportunity.
- (l) “Evaluation Credit” means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) “Female” includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) “Local Contracting Market” or “Contracting Market” means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) “Local Producer” means a Person that:
- (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

- (2)
 - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
 - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
 - C. supplies goods by performing a Commercially Useful Function; or
 - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) “Local-Food Purchaser” means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) “Local Sustainable Business” means a Business Enterprise that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.
- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) “OEO” means the Office of Equal Opportunity of the City of Cleveland.
- (u) “Proposer” means any Person proposing to contract with the City in response to a request

for proposals or other similar solicitation.

- (v) “Regional Cleveland Area Small Business” or “RCSB” means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) “Regulation” or “Regulations” means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) “Small Business Enterprise” or “SBE” means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

The following documents must be completed, signed, and submitted as part of the Contractor’s bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign, and submit Schedule 1 and include it with its bid or proposal.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must

complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented in Part 2, with the corresponding 1 dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity and reserves the right to reject any or all bids.

4. Equal Employment Certification:

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that

applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor’s recruitment, selection, and advancement processes.

Each contractor’s affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor’s workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals

do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.

- (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the

Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

5. **CSB Certification:**

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

A **City of Cleveland Small Business (CCSB)** is a CSB headquartered within the City of Cleveland.

A **Regional Cleveland Small Business (RCSB)** is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in the Cleveland Contracting Market.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

6. CSB Contract Participation

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

Construction Contracts:	30% CSB Subcontractor Participation
Professional Services Contracts:	10% CSB Subcontractor Participation
All Other Contracts:	20% CSB Subcontractor Participation

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at

<https://cleveland.diversitycompliance.com/>

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

8. MBE and FBE Contract Participation

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that shares that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in**

each contract where the goals are applicable. When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

9. MBE/FBE Bid Discounts:

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

10. MBE/FBE Evaluation Credits:

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

11. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest, and the Bidder is awarded the Public

Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

12. CSB Bid Discounts:

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.

A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from CCSBs.

13. CSB Evaluation Credits:

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.

(2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

14. CSB Subcontracting Bid Discounts and Additional Retainage:

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply,

however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest, and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

15. LPE and SUBE Certification:

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

16. LPE and SUBE Bid Discounts:

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.

A Bid Discount of two percent (2%) for bids received from SUBEs.

17. LPE and SUBE Evaluation Credits:

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.

An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

18. Maximum Annual Subcontracting Program Benefit:

In an effort to encourage wide participation in the CSB, MBE, and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

19. CSB/MBE/FBE Manufacturer and Supplier Participation:

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials or adds value by substantially altering them before resale.

Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process. A business enterprise is a supplier performing a commercially useful function in the supply process” when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier’s participation will not be counted towards the CSB, MBE or FBE participation on the contract.

20. Joint Ventures:

Participation of CSBs, MBEs, and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE, Joint Venture Certification Application, is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

21. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not

consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

22. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland

City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Community Benefit Policies:

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE
DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



City of Cleveland
Office of Equal Opportunity
Schedules Checklist

[City of Cleveland OEO Forms](#)

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

- Is all requested contact information included?
- Is the form completed and signed?

Schedule 2: Schedule of Subcontractor Participation

- Did you specify the total dollar amounts for each subcontract?
- Did you verify that each subcontractor is certified for the type of work to be performed?
- Is the form completed and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor

- Did the subcontractor specify the total dollar amount of the subcontract?
- If applicable, has the re-subcontracting section been completed?
- Is the form completed and signed by the subcontractor?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

- Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- Is the form completed and signed?